

**AGREEMENT FOR EXCHANGE OF
EMERGENCY MEDICAL AND RESCUE SERVICES**

THIS AGREEMENT is made and entered into this 19th day of August, 2008, by and between the Eleventh District of the United States Coast Guard, hereinafter referred to as the "USCG", and the County of Los Angeles and the Consolidated Fire Protection District of Los Angeles County, collectively hereinafter referred to as the "County". This Agreement replaces the February 10, 1987 agreement between the USCG and County.

WITNESSETH:

WHEREAS, the parties to this Agreement provide rescue services within their respective territorial limits; and

WHEREAS, it is in the best interest of the residents of the County and the USCG to provide the most expeditious response to render rescue and/or emergency medical aid to victims of accident or illness at sea, which is beyond the mean high tide line; and

WHEREAS, each party is desirous of providing to the other a reasonable and reciprocal exchange of service on a day-to-day basis; and

WHEREAS, this Agreement is authorized and provided for by provisions of the Health and Safety and Government Codes of the State of California and Statutes of the Federal Government;

NOW THEREFORE, in the consideration of these mutual covenants the parties hereto agree as follows:

I

The USCG agrees to provide designated fire and rescue services, as determined by the Fire Chief of the County and the District Commander of the USCG, to that area located within the jurisdiction of the County.

1 II

2 In return for the services to be provided by the USCG, the County agrees to
3 provide a designated emergency medical service and marine search and rescue
4 response as determined by the Fire Chief of the County and the District Commander of
5 the USCG to the areas off the Los Angeles County coastline, seaward Santa Barbara
6 and San Clemente Islands, and other seaward search and rescues in the area depicted
7 on the attached map.

8 III

9 Upon receipt of the USCG of an alarm within the USCG's jurisdiction as
10 described in paragraph II above, the USCG may dispatch its nearest and most
11 appropriate designated response to that alarm and if warranted, will also notify the
12 County Fire dispatcher who will in turn dispatch the agreed-upon response. The USCG
13 may also contact the jurisdictional Baywatch Rescue Boat directly via marine
14 emergency frequency Channel 16.

15 IV

16 Upon receipt by the County of an alarm within the jurisdiction of the County, the
17 County will dispatch its nearest and most appropriate designated response to that alarm
18 and also notify the USCG dispatcher who will in turn dispatch the agreed-upon
19 response.

20 V

21 The County and USCG intend that this Agreement will provide mutual benefits
22 to all parties and herein authorize the Fire Chief of the County and the District
23 Commander of the USCG to revise any designated areas or types of response
24 periodically as may be dictated by changing conditions and the requirements of mutual
25 benefits to all parties. It is agreed that substantial reductions of resources or
26 emergency medical or marine search and rescue forces by either party shall be cause
27 for reconsideration of this Agreement.

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1 VI

2 Details as to amounts and types of assistance to be dispatched, methods of
3 dispatching and communications, training programs and procedures, methods of
4 requesting aid and the names of persons authorized to send and receive such requests,
5 together with list of equipment and personnel which will be utilized, shall be developed
6 by the Fire Chief of the County and the District Commander of the USCG. Such details
7 shall be recorded in a Memorandum of Understanding and signed by the Fire Chief of
8 the County and the District Commander of the USCG.

9 VII

10 In those instances where the aiding department arrives before the jurisdictional
11 department, the aiding department will take the necessary action dictated by the
12 situation. However, it is assumed that the jurisdictional department will arrive shortly
13 after the arrival of the aiding department. Therefore, the responsibility for coping with
14 the situation will be immediately assumed by the jurisdictional department upon its
15 arrival at the scene. The aiding department personnel will be under the direction of the
16 officer in charge of the jurisdictional department. It is further agreed that the aiding
17 department will be released from the scene as soon as practical by the jurisdictional
18 department.

19 VIII

20 It is mutually understood and agreed that this Agreement does not relieve either
21 party from the necessity and obligation of using its own resources for furnishing fire
22 and/or rescue services within any part of its own jurisdiction, and that the aiding party's
23 response to a request for aid will be dependent upon the existing emergency conditions
24 within its own jurisdiction and the availability of its resources.

25 IX

26 This Agreement shall not be constructed as or deemed to be an agreement
27 for the benefit of anyone not a party hereto, and anyone who is not a party hereto shall
28 not have a right of action hereunder for any cause whatsoever.

1 X

2 No party furnishing aid pursuant to this Agreement shall be entitled to
3 compensation for services rendered to the requesting agency, it being understood that
4 the respective covenants contained in this Agreement shall constitute the sole
5 consideration for such services.

6 XI

7 The parties acknowledge that the Coast Guard, as a federal agency, is generally
8 precluded from agreeing to indemnify another party on an unlimited basis absent
9 specific legal authority. However, in the manner and to the extent permitted by Federal
10 Law, including the Federal Tort Claims Act (28 USC 2671, et seq.), the Coast Guard
11 shall indemnify and hold harmless the Los Angeles County Fire Department for any
12 damages which the Los Angeles County Fire Department incurs and which were
13 proximately caused by the act or omission of any Coast Guard member in the course of
14 his or her duties. However, nothing in this Agreement shall constitute an obligation of
15 funds of the United States in advance of an appropriation thereof.

16 The County agrees to indemnify, defend, and hold harmless the USCG, its
17 agents, officers, and employees from any and all claims, demands, liabilities, and
18 expenses, including reasonable attorney's fees, arising from the negligent or wrongful
19 acts of County in the performance of this Agreement.

20 XII

21 This Agreement shall remain operative and effective until participation is
22 terminated by either party. It is further agreed that either party may terminate this
23 Agreement at any time by giving written notice to the other party at least thirty (30) days
24 prior to the date of termination.

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1 The parties certify that the respective signatories below are authorized to bind the
2 respective parties to the terms and conditions of this Agreement.

3
4 **COUNTY OF LOS ANGELES, and the**
5 **CONSOLIDATED FIRE PROTECTION**
6 **DISTRICT OF LOS ANGELES COUNTY**

7 By *Giovanna B. Burke*
8 Chairman of the Board of Supervisors
9 of the County of Los Angeles,
10 acting in its capacity as the governing
11 body of said District and County

UNITED STATES COAST GUARD

By *Craig E. Bone*
Rear Admiral Craig E. Bone
District Commander, 11th District
United States Coast Guard

11 DATE *August 11, 2008*

12 DATE *2 July 2008*

13
14 ATTEST:

15 SACHI A. HAMAI,
16 Executive Officer-Clerk of the Board of
17 Supervisors, Los Angeles County



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

60 SEP 4 2007

18 By *Angie M. [Signature]*
19 Deputy

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

21 APPROVED AS TO FORM:

APPROVED AS TO FORM:

22 RAYMOND G. FORTNER, JR.
23 County Counsel

24 By *[Signature]*
25 Deputy

By *Paul W. [Signature]*
Lieutenant Commander *for*
Christopher Tribolet, General Counsel

26 I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Angie M. [Signature]*
Deputy



Los Angeles County Fire Department Emergency Response Area

